

13443

RECORDATION NO. _____ Filed 1425

January 19, 1982 **JAN 21 1982 3 20 PM**

Secretary,
Interstate Commerce Commission
Washington, D. C. 20423

No. _____ INTERSTATE COMMERCE COMMISSION
JAN 21 1982
Date _____
Fee \$ 50.00
ICC Washington, D. C.

RECEIVED

JAN 21 3 15 PM '82

Gentlemen:

In accordance with the provisions of Section 11303 of the Interstate Commerce Act, as revised, and Rules and Regulations of the Interstate Commerce Commission ("ICC") thereunder, there is submitted herewith for filing and recordation a Security Agreement with regard to the railroad cars described therein, used or intended for use in connection with interstate commerce. Specifically, there is enclosed an original and two certified true copies of a Security Agreement dated December 31, 1981 between RailAmerica, Ltd., as debtor, and Trinity Industries, Inc., as secured party. The address of Trinity Industries, Inc. is 4001 Irving Boulevard, Dallas, Texas 75247 and the address of RailAmerica, Ltd. is 230 Park Avenue, Suite 2500, New York, New York 10169.

The railroad equipment covered by the Security Agreement is described as follows: One Hundred (100) pulpwood flatcars per design number FP-34-1, bearing serial numbers CAGY 12100 through CAGY 12149 and serial numbers NT 1000 through NT 1049.

Enclosed is a check to cover the recordation fee.

You are hereby authorized to deliver an executed copy of the Security Agreement, with filing data noted thereon, following recordation thereof, to the representative of Messrs. Dewey, Ballantine, Bushby, Palmer & Wood, who is delivering this letter and enclosures to you.

Very truly yours,

TRINITY INDUSTRIES, INC.

By: [Signature]
Vice President

C. Dewey, Ballantine, Dewey, Ballantine, et al
L. H. Moomley
C. Dewey

Interstate Commerce Commission
Washington, D.C. 20423

1/21/82

OFFICE OF THE SECRETARY

R.A. Martin

Vice President

Trinity Industries, Inc.

4001 Irving Boulevard

Dallas, Texas

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **1/21/82** at **3:20pm**, and assigned re-recording number(s). **13443**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

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REGISTRATION NO. _____ Filed 1425

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CERTIFICATE

INTERSTATE COMMERCE COMMISSION

The undersigned does hereby certify that I have compared the copy of the Security Agreement attached hereto with the original thereof and that it is a true and correct copy in all respects.

(Seal)



Richard A. Fogel, Notary Public
in and for Dallas County, Texas

My Commission Expires:

9/25/84

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JAN 27 1962 -3 22 PM

SECURITY AGREEMENT

INTERSTATE COMMERCE COMMISSION

RailAmerica, Ltd., a New York corporation whose chief place of business is located at 230 Park Avenue, Room 2500, New York, New York 10017 (hereinafter called in accordance with the terms and provisions of the Uniform Commercial Code--DEBTOR) for value received hereby grants to Trinity Industries, Inc. (hereinafter called in accordance with the terms and provisions of the Uniform Commercial Code--SECURED PARTY) whose address is 4001 Irving Boulevard, Dallas, Dallas County, Texas, a security interest in the equipment of DEBTOR, consisting of railroad rolling stock as described in Exhibit A hereof (said equipment hereinafter referred to as COLLATERAL). The security interest hereby granted secures the payment of a note in the original principal sum of \$1,536,000.00 of even date herewith executed by DEBTOR and payable to SECURED PARTY and payable as provided therein. DEBTOR represents, warrants and agrees as follows:

1. COLLATERAL includes all costs incurred by SECURED PARTY to obtain, perfect, preserve and enforce this Agreement, collect the note, and maintain, preserve, collect and enforce the COLLATERAL, including without limitation taxes, assessments, insurance premiums, repairs, attorney's fees and legal expenses, rent storage costs and expenses of sale.

2. COLLATERAL is to be used for business other than farming operations. COLLATERAL is being acquired by DEBTOR from SECURED PARTY and is being acquired, in part, with proceeds of the advance evidenced by this Agreement.

JAN 20 1982 - 3 22 PM

INTERSTATE COMMERCE COMMISSION

3. DEBTOR may not retire, substitute or sell any of the COLLATERAL covered by this Agreement without the prior written consent of SECURED PARTY. Any proceeds of the sale of COLLATERAL, and any afteracquired replacement or substituted property shall be subject to this Agreement.

4. DEBTOR further warrants, covenants and agrees:

Title--DEBTOR will at DEBTOR's cost and expense defend any action which may affect SECURED PARTY's security interest in or DEBTOR's title to COLLATERAL with respect to acts or omissions of DEBTOR taking place after the date hereof.

Financing Statement--that no Financing Statement or document covering COLLATERAL or any part thereof or any proceeds thereof has been filed by the DEBTOR in any public office and at SECURED PARTY's request DEBTOR will join in executing all necessary documents and forms satisfactory to SECURED PARTY and will further execute all necessary instruments deemed necessary by SECURED PARTY in filing this agreement with the Interstate Commerce Commission.

Sale, Lease or Disposition of COLLATERAL--DEBTOR will not without written consent of SECURED PARTY sell, contract to sell, lease, encumber, or dispose of COLLATERAL or any interest therein until this Security Agreement and all debts secured thereby have been fully satisfied.

Insurance--DEBTOR will insure the COLLATERAL with companies acceptable to SECURED PARTY against such casualties and in such amounts as SECURED PARTY shall reasonably require with a standard mortgage clause in favor of SECURED PARTY.

Protection of COLLATERAL--DEBTOR will keep the COLLATERAL in as good order as its present condition permits and will repair and will not waste or destroy COLLATERAL or any part thereof. DEBTOR will not use the COLLATERAL in violation of any statute or ordinance and SECURED PARTY will have the right to examine and inspect COLLATERAL at any reasonable time.

Taxes and Costs--DEBTOR will pay promptly when due all taxes and assessments upon COLLATERAL or for its use and operation and will pay all costs described in paragraph 1 above.

Additional Security Interest--DEBTOR hereby grants the SECURED PARTY a security interest in and to all proceeds (including policies of

insurance and proceeds thereof), increases, substitutions, replacements, additions, and accessions to the COLLATERAL, but this provision shall not be construed to mean that DEBTOR is authorized to sell, lease, or dispose of COLLATERAL without SECURED PARTY's consent, except as herein otherwise authorized.

Change in COLLATERAL or Place of Business--DEBTOR will promptly notify SECURED PARTY in writing of any addition to, change in or discontinuance of DEBTOR's chief place of business, and of any material change in the condition of the COLLATERAL.

Records--DEBTOR will maintain records of the location and movement of the COLLATERAL and make such records available to SECURED PARTY upon reasonable request.

Reimbursement of Expenses--At SECURED PARTY's option, SECURED PARTY may pay all costs required by this Agreement to be paid by DEBTOR, discharge taxes, liens, interest, or perform or cause to be performed for or on behalf of DEBTOR any actions and conditions, obligations of covenants which DEBTOR has failed or refused to perform and may pay for the repair, maintenance and preservation of COLLATERAL, and all sums so expended, including but not limited to attorney's fees, court costs, agent's fees or commissions or any other costs or expenses shall bear interest from the date of payment at the rate of 15 percent per annum and shall be payable at the place designated in the above-described note and shall be secured by this Security Agreement.

Payment--DEBTOR will pay the note secured by this Security Agreement and any renewal or extension thereof and any other indebtedness hereby secured in accordance with the terms and provisions thereof and will repay immediately all sums expended by SECURED PARTY in accordance with the terms and provisions of this Security Agreement.

Attorney-in-Fact--DEBTOR hereby appoints SECURED PARTY DEBTOR's attorney-in fact to do any and every act which DEBTOR is obligated by this Security Agreement to do and to exercise all rights of DEBTOR to COLLATERAL and to make collections and to execute any and all papers and instruments and to do all other things necessary to preserve and protect COLLATERAL and to protect SECURED PARTY's security interest in said COLLATERAL.

Time-Waiver--DEBTOR agrees that in performing any act under this Security Agreement and note secured thereby that time shall be of the essence and that SECURED PARTY's acceptance of partial or delinquent payment or failure of SECURED PARTY to exercise any right or remedy shall not be a waiver of any obligation of DEBTOR or right of SECURED PARTY or constitute a waiver of any other similar default subsequently occurring.

Applicable Law--This Agreement shall be construed according to the laws of Texas.

Default--DEBTOR shall be in default under this Security Agreement upon the happening of any of the following events or conditions--

a. Any event which results in the acceleration in the maturity of the indebtedness of DEBTOR secured hereby.

b. Failure of the DEBTOR to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of five (5) days after written notice specifying such failure and requiring that it be remedied, given by the SECURED PARTY to the DEBTOR, unless the SECURED PARTY shall agree in writing to an extension of such time prior to its expiration, which agreement shall not be unreasonably withheld if curative action is instituted by the DEBTOR promptly upon receipt of the written notice and is diligently pursued until the default is corrected.

c. Dissolution, termination of existence (other than by merger, consolidation or transfer of assets by the terms of which the surviving corporation or transferee assumes all obligations of the DEBTOR under the note and this AGREEMENT), insolvency, appointment of a receiver for any part of the COLLATERAL, assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency law by or against DEBTOR.

Remedies--Upon the occurrence of any such event of default, and at any time thereafter, SECURED PARTY may declare all obligations secured hereby immediately due and payable and may proceed to enforce payment of the same and exercise any and all of the rights and remedies provided by the Uniform Commercial Code as well as all other rights and remedies possessed by SECURED PARTY. SECURED PARTY may require DEBTOR to assemble the COLLATERAL and make it available to SECURED PARTY at any place to be designated by SECURED PARTY which is reasonably convenient to both parties. SECURED PARTY will give DEBTOR reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if such notice is by mail, postage prepaid, to the address of DEBTOR set forth in this Security Agreement at least five days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling or the like including SECURED PARTY's reasonable attorney's fees and legal expenses, shall be recoverable out of the proceeds of the COLLATERAL or the COLLATERAL itself.

5. DEBTOR agrees that until the Note is paid in full, the equipment will be marked in lettering not less than one (1) inch in height that ownership of the equipment is subject to a security interest on file with the Interstate Commerce Commission.

DEBTOR and SECURED PARTY as used in this Security Agreement include the successors or assigns of the parties.

Dated December 31, 1981.


SECURED PARTY:

TRINITY INDUSTRIES, INC., a
Texas corporation

By: 
Vice President

DEBTOR:

RAILAMERICA, LTD., a
New York corporation

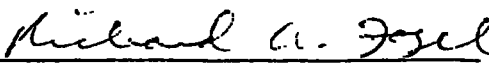
By: , President

THE STATE OF TEXAS)
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, on this day personally appeared R. A. MARTIN, Vice President of Trinity Industries, Inc., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 31st day of December, 1981.

(Seal)


Notary Public in and for Dallas
County, Texas

My Commission Expires:
9/30/84

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